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ETAS ID: TM325707

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		12/05/2014	National Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	BagcraftPapercon IV, LLC (succesor to Papercon Inc.)		
Street Address:	3900 W. 43rd Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60632		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Registration Number:	0309329	KITCHEN CHARM		
Registration Number:	1854174	ECOPAC		

# **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-544
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/10/2014

#### **Total Attachments: 4**

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TRADEMARK
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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 5, 2014 ("Effective Date") by U.S. Bank National Association, as Secured Notes Collateral Agent ("Grantee"), in favor of BagcraftPapercon IV, LLC (successor to Papercon Inc.), a Delaware limited liability company with an office at 3900 W. 43rd Street, Chicago, Illinois 60632 ("Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement (referenced below).

**WHEREAS,** Grantor entered into that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among Grantor, certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Notes Security Agreement");

WHEREAS, subject to the terms and conditions of the Notes Security Agreement, to evidence further the security interest granted by Grantor to Grantee pursuant to the Notes Security Agreement, Grantor and Grantee entered into that certain Grant of Security Interest in Trademarks, dated as of February 1, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Notes Security Agreement and the Trademark Security Agreement, Grantor granted to Grantee, for the benefit of the holders of the Secured Obligations, a continuing lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, those Trademarks set forth on Schedule A hereto (collectively, the "Trademark Collateral");

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 7, 2011 at Reel/Frame 4468/0829;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee with respect to the Trademark Collateral; and

**WHEREAS,** Grantor desires that Grantee terminates and releases its security interest in the Trademark Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, releases and discharges fully, without recourse and without representation or warranty of any kind (either express or implied), its lien on, and security interest in and to, all of the right, title and interest of the Grantee in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral. Grantee hereby authorizes Grantor to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

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Grantee acknowledges and agrees that the Notes Security Agreement and Trademark Security Agreement have been terminated (other than any contingent liabilities or indemnities that expressly survive termination of the Notes Security Agreement and the other Collateral Documents).

Grantee shall take all further actions, and provide to Grantor at Grantor's expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

\* \* \* \* \*

TRADEMARK REEL: 005416 FRAME: 0974 IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent

By: Linda Harcia
Name: Linda E. Garda
Title: Vice President

Date: <u>December 5, 2014</u>

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# SCHEDULE A

# $\underline{Trademarks}$

<u>Trademark</u>	<u>Status</u>	Owner	Appl No	Appl Date	Reg No	Reg Date
	RENEWED (REGISTERED)	BAGCRAFTPAPERCON IV, LLC	71340091	25-July-33	0309329	January 9, 1934
ECOPAC	RENEWED (REGISTERED)	BAGCRAFTPAPERCON IV, LLC	74359570	16-Feb-93	1854174	September 13, 1994

TRADEMARK REEL: 005416 FRAME: 0976